

**Questions & Answers on
Solicitation No.: DACA45-01-R-0018**

The answers to these questions are considered to be correct at this point in time, but future amendments may render the Government's responses incorrect. No attempt will be made to revisit these questions and answers. The RFP will govern in any instances of discrepancy between the answers given and the RFP.

Question and Answer 89 new as of 3/25/02 – Corrects Answer 6.

Question 1: On the Fm 33 the delivery date is 2 Apr 2002 on page L.11 of 28 (Section L, Paragraph 1.4) the date is referenced as 29 Mar 2002. If there is an amendment to the RFP, could you clarify the desired date.

Answer 1: *The correct due date for the proposals and for the Owner/Client Past Performance Survey Forms to be received at the address specified on Page 11 of 28 of Section L is 02 April 2002 at 1530 hours. This administrative error has been corrected in Amendment 0001.*

Question 2: Reference Section J, pg. 32 of 37, Project Experience Form, the question "Was the project terminated early or were cure/show cause letters reviewed? Should the word reviewed be interpreted instead as received?

Answer 2: *Yes, the word reviewed should be received and has been changed in Section J via Amendment 0002.*

Question 3: Reference Section L, 2.2, pg. 12 of 28, it is stated that the page size of the offeror's proposal shall not exceed an 8 ½ x 11-inch sheet of paper. The next paragraph then states "When included, foldout pages shall fold entirely within the volume. Each 8 ½ x 11-inch section of foldout shall count as one page." Does this mean we are allowed to use 11 x 17-inch size paper, as long as it is folded to 8 ½ x 11-inch size? And is so, will that sheet count as 2 pages?

Answer 3: *Yes, the offeror is allowed to use 11 x 17-inch size paper as long as it is folded to 8 ½ x 11-inch sheets. Each 11 x 17-inch sheet used will count as 2 pages if only one side of the sheet is used. If both sides of the sheet are used, it will count as 4 pages.*

Question 4: Reference Section L, p. 13, Table 1, Volume 1, Section II - Past Performance, and pp 20, 21, 22, para 3.2, 3.2.1, 3.2.2, Past Performance Project Narrative With Points of Contact, and Past Performance with Regulators Including Points of Contact. It is unclear what you require under Volume 1, Section II, Tabs 1 and 2. The Previous Experience Forms from Section J apparently go in Volume 1, Section 1, Tab 1, and will include a detailed project summary. For Section II, Tabs 1 and 2 are you looking for a summary of the experience summaries we are already providing in Volume 1, Section 1, Tab 1 along with narratives relating to our Regulatory Experience? Please clarify.

Answer 4: *For Volume I, Section II, Tab 1 – The offeror shall provide Owner/Client Past Performance Survey Forms to the customers of the projects identified in Volume I, Section I, Tab 1 of their proposal. These forms will be incorporated into Volume I, Section II, Tab 1 by the Contract Specialist upon receipt of proposals. The offeror shall incorporate any additional information as deemed necessary, as long as page limitations are not exceeded, to explain their past performance in addition to providing their POCs for each project. Please see the specific information that the Government wishes to have clarification on as stated in Paragraph 3.2.2. The Government does not require a summary of the Previous Experience information provided in Volume I, Section I, Tab 1. It is left up to the offeror as how they want to cross-reference appropriately so as to not confuse the evaluation team on how they performed on an individual project. Do not forget that each page of the Owner/Client Past Performance Survey Form will be counted in the total page count for this section. If the 25-page total is exceeded when the Contract Specialist*

inserts the completed forms into the proposal, only those that are within the page limits will be considered during the evaluation process.

Under Volume I, Section II, Tab 2 – Past Performance with Regulators including Points of Contact, the offeror shall provide a POC and explain by narrative how it worked with the regulators under the projects described in Volume I, Section I, Tab 1. The offeror shall address the all concerns stated in Paragraph 3.2.3 - Past Performance with Regulators including Points of Contact. (Note: There is an administrative error and has been corrected in Amendment 0002. There are two paragraphs listed as 3.2.1 and 3.2.2. These were renumbered appropriately. Please replace all of Section L with the revised Section L attached to Amendment 0002.)

Question 5: 2. Reference Section L, p. 24, para. 3.4.2.1, Small Business Subcontracting Plan - The 10% Goal for HBCU/MI's appears to be out of the ordinary especially as it relates to the type of work under this contract; the fact that it is almost the same as the combined goals for Woman-Owned Business, HUBZone and Service Disable Veteran Owned Small Business; and the Liquidated Damages Clause for Subcontracting Plans in Section I. Please review and advise.

Answer 5: *The 10% goal for HBCU/MI is correct and published for your information. Like all subcontracting goals, it is a negotiable item. Unlike other subcontracting goals, the HBCU/MI goal is applicable only when you contract or obtain services from other institutions of higher learning.*

For more information pertaining to the HBCU/MI programs, you may visit the Department of the Army web site at www.hqda.army.mil/sadbu/hbcu.htm and/or the Minority ON-line Information Service at Sciencewise.com/molis/index. Both sites are excellent sources of information and available resources and worthy of bookmarks! Further inquiries into the capabilities of small businesses can be obtained by using the SBA's Procurement Marketing and Access Network (PRO-Net) system (<http://pro-net.sba.gov/>). PRO-Net is a free, Internet-based search engine and provides access to information on more than 200,000 small businesses.

Lastly, we encourage your firms to make any subcontracting opportunities public in the Federal Business Opportunities (FedBizOpps), Commerce Business Daily, Subcontracting Network (SUB-Net). The SUB-Net Web site (<http://web.sba.gov/subnet/>) provides a free forum where prime contractors post subcontracting opportunities.

Question 6: In Section L, Item 3.4, Utilization of Small Business Concerns, a table lists goals established for small business (etc.) under the small business subcontracting plan. These total 91%. Are these percentages for the entire contract value, or for any subcontracted portions of the contract? Also, are these firm, fixed goals or recommendations?

Answer 6: *The total utilization of small business concerns is 61.4%. The specific categories listed under "Small Business" are incorporated (rolled-up) into this total 61.4%. The percentages given are for the entire contract value of \$14.9 Million. These goals are negotiable as stated in a previous answer to Question 5 above, but are goals that the USACE Omaha District would like to achieve. However, a subcontracting plan must be approved prior to contract award.*

Question 7: Reference Section I, p. 22, 52.228-16, Performance and Payment Bonds - Other Than Construction - Is it the intent of the USACE to allow for the additional costs for these bonds to be (1) recovered on a project specific basis or (2) to be included in our development of the pricing in Section B, Tables 1 and 2?

Answer 7: *These costs for Bonds will be recovered on a project specific basis. It is the intent that the USACE Contracting Officer will make the final decision on the need for Bonding on a Task Order by Task Order basis and will be specified in the RFP letter or Scope of Services at that time.*

Question 8: Reference Section L, Paragraph 3.1.1, specifically the requirement for submission of five to ten examples of completed projects. We are not sure what constitutes a "project" under your definition. Would it be acceptable for us to submit a federal ID/IQ contract with multiple delivery orders as an example of a single project? Or is a project more narrowly defined as a single delivery order under an ID/IQ contract or a stand-alone contract?

Answer 8: *This definition of a "Project" has been added to Paragraph 3.1.1. of Section L. A "Project" is defined as a stand-alone contract or a task order under a specific ID/IQ contract. See Revised Section L attached to Amendment 0002.*

Question 9: As a follow-up to the question above, we are not sure what constitutes a "completed" project under your definition. If submission of a federal ID/IQ contract with multiple delivery orders as a single project example is acceptable, does the entire contract have to be administratively closed out? Or would it be acceptable to include projects where the work is substantially completed but not administratively closed out? If the requirement is for the entire contract to be administratively closed out, this would eliminate many relevant long-term contracts such as TERCs from consideration.

Answer 9: *This definition of a Completed Project has been added to Paragraph 3.1.1. of Section L. "Completed" projects are defined as contracts or task orders that are physically complete and have been accepted by the customer. See Revised Section L attached to Amendment 0002.*

Question 10: As a follow-up to question 8 above, if submission of a federal ID/IQ contract with multiple delivery orders fits the definition of a project, then some of the information requested on the "Previous Experience Form" included in Section J would be inapplicable. For example, information on original and actual contract completion dates, explanation of late finish, interim schedule milestones, contract amount at award, final contract amount, cost growth, would be inapplicable for a contract with multiple individual delivery orders. If ID/IQ contracts are acceptable as "projects" can we mark the appropriate blanks on the Previous Experience Form as "Not Applicable?" Or, in lieu of that, can we fill in the blanks with contract start and finish dates, cost ceilings, etc. rather than individual delivery order information, because individual delivery order information will be extremely difficult to assemble and evaluate for contracts with numerous individual delivery orders?

Answer 10: *For clarification: Individual Task Orders (Delivery Orders) under an ID/IQ contract are considered separate projects, as are stand-alone contracts. Provide the information for each as appropriate. For example: start and finish dates; the contractor shall put in the dates that the award was made on the individual task order or stand alone contract and when it was completed as defined by the definition above in Answer 9.*

Question 11: Reference Section L, Paragraph 3.2.1, specifically the requirement to provide client points of contact (POCs) with our completed past experience forms along with the owner survey forms. Our question is, do the past experience forms provided to the client POCs have to be identical to those provided in our proposal to the government, or can the past experience forms provided to the client POCs contain an abbreviated description of the services performed?

The reason for the question is that if the past experience forms provided to the client POCs have to be identical to those included in our proposal, it creates a problem in timely submission of the survey forms by the client POCs. Since past experience is an important selection criterion, we typically expend a considerable amount of time and effort preparing and editing our past experience descriptions in order to demonstrate relevance to the proposed work. These past experience descriptions are typically not completed until late in the proposal process, which means if we have to submit identical forms to the client POCs as those that go into the proposal, the client survey forms may be delayed.

Answer 11: *The Past Experience Forms provided with the Owner/Client Past Performance Survey should be identical to what is provided in Section J. The purpose of providing these Past Experience Forms to the Owner/Client is to describe the actual work done on the project that the Owner/Client will be providing an evaluation on. The information provided will help the Owner/Client evaluate the Offeror's Past Performance on the project thoroughly and accurately. Therefore, the information provided to the Owner/Client on these forms should be as accurate and very similar to what is on the Past Experience Forms that the offeror submits with its proposal. The Owner/Client (not the offeror) has the option of mailing in their evaluation to the Contract Specialist (Michael Duffy) or emailing it to him as stated in Paragraph 3.2.1.1. of the Revised Section L.*

Question 12: Section L, paragraph 3.6.2.2 p25 of 28 makes reference to V-II, Sec I, Tab 4, should this reference be Tab 3 since there is no Tab 4?

Answer 12: *Yes, this was referenced incorrectly and has been corrected in Amendment 0002. The sentence should read: "If the letter used in Volume II, Section I, Tab 3 contains the same information required here, the offeror shall cross-reference the letter there in Volume II, Section II, Tab 2."*

Question 13: Reference Section B Labor Rates. Can we propose multiple category levels for the Chemist, Geologist, Biologist, and Hydrogeologist using the same methodology as the Engineer categories? Engineer categories are specified as three levels, Level 1 - general education, Level 2 - education + 3 years experience + professional registration, Level 3 - education + 7 years experience + profession registration.

Answer 13: *See the Tables in Revised Section B. The offeror shall use the categories provided. The offeror is instructed to replace Tables 1 and 2 with the Tables in the Revised Section B as instructed in Amendment 0002. Any further labor categories (or divisions within categories) will be negotiated as needed.*

Question 14: Are any of the following sections available electronically (Word/Excel not PDF): SF33, Section B - Rate Table, Section K Reps/Certs, Previous Experience Form, Owner/Client Past Performance Survey, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and Lobbying Certificate?

Answer 14: *No. The offeror is instructed to type or print neatly where required.*

Question 15: Are authentic price quotes from non-team subcontractors required for the hypothetical sample task costing exercise? Many of the subcontracts required for the sample task would not be for the type of firms we would propose as team members. We typically do not like to request quotes from our subcontractors if there is no potential for work because it damages our working relationships.

Answer 15: *Yes. The cost proposal should be as complete and accurate as possible. All subcontracting work should be competed with a minimum of three contractors with their quotes/proposals submitted as back-up material in the cost proposal. If the Prime will be using a team-sub, they should provide clear evidence that the costs of the team-sub are reasonable and the "best value" for the Government.*

Question 16: For the Project Experience Form, can the Contracting Officer reference name, address, phone and fax be a Contracting Officer's Representative (COR)?

Answer 16: *Yes, but this should be clarified on the form by the offeror. This person should have working experience with the contractor on the project(s) being identified.*

Question 17: For the Project Experience Form, can "Representative of Owner" be the site or installation manager?

Answer 17: Yes if they are knowledgeable of the project and of the contractor that performed the work. This person should have working experience with the contractor on the project(s) being identified.

Question 18: Section C, page 1 indicates that work will generally fall under task orders using Performance Based statement of works. The rationale and goals for PBCs are stated on pages 1 and 2 of Section C; however, no examples of performance based objectives are provided. Can you provide examples of performance based objectives in order for our company to evaluate the level of risk involved with performing work for the Omaha District under this contract? An example of a performance based objective for Site Characterization, Design, and Remediation type work would be helpful.

Answer 18: Examples of each are as follows without the major assumptions that would be provided with each objective at time of request for proposal:

Site Characterization –

Performance Objective – Characterize the Contaminates and Extent of Contamination at Site A

Design –

Performance Objective – Design a study for the analysis of the current groundwater remediation taking place at Site B

Remediation –

Performance Objective – Remove all Lead-Based Paint from Site C

Question 19: Will performance based objectives be defined for all projects? If not, what type of work (e.g., Site Characterization, Design, Remediation) will likely have performance based objectives in the statement of work?

Answer 19: Projects that are Firm-Fixed Price will use performance-based objectives when appropriate as per AFARS Part 5137-1 - Service Contracts - General. This does not mean that Cost Reimbursable Task Orders may not have performance-based objectives.

"Solicitations for services must be performance based and fixed price (firm fixed price, fixed price with award fee, fixed price incentive, fixed price with economic price adjustment). Specifically excluded from this requirement are all research and development, architect-engineer, environmental remediation and restoration, emergency services acquisitions, and procurements conducted pursuant to Office of Management and Budget (OMB) Circular A-76. Deviations (both individual and class) with supporting justification in writing may be granted by PARCs up to \$10 million, HCA's up to \$50 million, and the DASA(P&P) over \$50 million. Copies of all approved deviations are to be provided to SAAL-PP on a quarterly basis."

Question 20: For any given work assignment, will performance based objectives be defined with input from the contractor. i.e., Will the contractor be allowed to negotiate/define the performance based objectives with the Corps?

Answer 20: The Omaha District wants to make sure its customers are given the "best value" for their money and this will be done through defining the performance objectives and milestones as clearly as possible. This may be done with input from the contractor and other possible sources on a Task Order by Task Order basis. The Objectives may also be refined in the Task Order negotiation and will be stated in the Final Scope of Services after the negotiation and provided to the contractor.

Question 21: We noted that under this contract, it is possible to conduct work under either fixed price or cost-reimbursable payment terms. What type of work assignments (e.g., studies, design, remediation) are likely to be based on cost-reimbursable payment terms versus fixed price payment terms?

Answer 21: *The type of work, the level of difficulty, the amount of unknowns, or the characterization of the site will determine whether a Task Order is Cost Reimbursable or Firm-Fixed Price. It can be assumed that most studies, investigations and designs will generally fall under a Firm-Fixed Price Task Order.*

Question 22: Are there any current contracts administered by the Omaha District that are based on achieving performance based objectives? If so, which contracts?

Answer 22: *Not currently.*

Question 23: After reviewing the solicitation/specification on the web site we were curious as to whether a pre-bid meeting was anticipated for this procurement?

Answer 23: *There will not be a pre-proposal conference scheduled for this solicitation.*

Section C – Page 1 of 18, Subsection 1. Contract Procurement and Objective Overview – Paragraph 2 states: “Work will generally fall under task orders using performance-based statements of work.” Payment is made “only when the results meet or exceed these objectives.”

Question 24: Please clarify how performance-based statements of work will apply in the context of what appears to be fixed price clauses in the contract (e.g., changes clauses, request for equitable adjustment, etc.). How can the offeror be “accountable for the end results” in a site investigation, remedial action or EOD removal if the site conditions are materially different than those anticipated at the time of the bid based on limited information developed by outside sources over which the contractor had no control and who has no liability to the contractor for the accuracy or completeness of the data?

Answer 24: *Clarification: For Firm-Fixed Price Task Orders, when appropriate, work will fall under Performance-Based Statements of Work. USACE has been instructed to use Performance-Based Statements of Work as much as possible, when and where it is appropriate. See examples of some Performance Objectives in Answer 18.*

Question 25: Does this mean that no payments are made on such task orders until the work is complete? What about the cost of money associated with the payment of subcontractors? How does this apply (if at all) to cost reimbursable task orders?

Answer 25: *For Firm-Fixed Price Task Orders using Performance-Based Objectives/Statements of Work, payments will be made when the performance objective/milestone is reached, as long as the performance objective has been met or exceeded by the contractor. The objectives/milestones will not be so large that they can not be reached within a reasonable period of time. It is not the intent of the Government to place undue burden on or withhold payments from the Contractor. Payments on Cost Reimbursable Task Orders will be made as costs are incurred.*

Section C - Page 12 of 18

In Section C, Paragraph 7.3 it is stated that Confirmation Notices shall be attached to weekly reports “on matters relative to this contract or the work.”

Question 26: Is this intended to apply to each Task Order, rather than the contract as a whole?

Answer 26: Confirmation notices shall be provided as required for specific issues on specific task orders. Reference Paragraph 7.3 of Revised Section C via Amendment 0002.

Section L – Page 1 of 28

Section L, Subsection 52.204-6 states "The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS"..."

Question 27: Please verify if "cover page" is referring to including the DUNS number on the proposal cover or on the title page.

Answer 27: Cover Page is referring to the Title Page of Each Volume. If Title Pages are not used, put the DUNS number on the Proposal Cover.

Section L – Page 12 of 28

Section L, Subsection 2.1 (b) states "The prime, consortium, or joint venture's name, address, a signature of the official that can bind the firm, and a telephone number shall appear in the lower left corner of the cover page and table of contents of any document/volume to be evaluated."

Question 28: Please verify if "cover page" is referring to proposal cover or the title page.

Answer 28: Here "Cover Page" is referring to the Proposal Cover. All Title Pages, if used, shall also contain this information, as clarified in Revised Section L via Amendment 0002. See also Answer 30 below.

Question 29: Please verify if the information is required on the table of contents pages as well as the cover page.

Answer 29: Yes. Include the Information on the Table of Contents pages as well.

Section L – Page 12 of 28

Section L, Subsection 2.1 (d) states "List of tables/figures, volume number, section and date submitted shall appear in the bottom right corner of each page."

Question 30: Is it correct to assume that the list of tables/figures is not required to appear in the bottom right corner of each page?

Answer 30: Yes. Clarification via revision of Section L Paragraph 2.1 in Amendment 0002- As part of the basic proposal information that should be provided "The volumes shall include, as a minimum, the following:

(a) Volume number on proposal cover.

(b) The prime, consortium, or joint venture's name, address, a signature of the official that can bind the firm, and a telephone number shall appear in the lower left corner of the proposal cover, title page and table of contents of any document/volume to be evaluated. Proposal volume cover format is at the offerors discretion so long as the information required by this paragraph and subsequent paragraphs are met.

(c) Table of contents and a cross-reference to the solicitation paragraphs.

(d) List of tables/figures.

(e) Volume number, section and date submitted shall appear in the bottom right corner of each page (along with the revision number for the amended page, if necessary)."

Section L – Page 12 of 28

Section L, Subsection 2.2 states "NOTE: The items that are excluded from the page count are the Proposal Cover; the Table of Contents; the List of Tables/Figures; Separator Tabs; and all of Volume II."

Question 31: Is it correct to assume that the title page, cross-reference to the solicitation paragraphs, and an acronym list are included in the page count?

Answer 31: *Title pages, cross-reference to the solicitation paragraphs, and an acronym list are not included in the page counts. This has been updated in the Revised Section L under Paragraph 2.2.*

Section L - Page 14 of 28

3.1.1 Volume I, Section I, Tab 1, Previous Experience - HTRW and OE Projects Fourth line, Second Sentence: "The projects must have been **completed** within the last three years."

Question 32: Does this mean that we cannot use any active contract or that we can use active contracts with individual Task Orders that are, say 90% complete?

Answer 32: *See Answer 9 for the definition of "Completed" projects.*

Section L - Page 14 of 28

3.1.1 Volume I, Section I, Tab 1, Previous Experience - HTRW and OE Projects Eighth Line, Fifth Sentence: "It is suggested that the offeror include their past performance information in their proposal in case one or more of the owner/client(s) does not respond with past performance information in a timely manner."

Question 33: Does this mean that copies of the blank Owner/Client Survey Forms should also be included in the proposal or are you just looking for the Previous Experience Forms?

Answer 33: *No, do not provide blank Owner/Client Survey Forms in the proposal under Volume I, Section I, Tab 1. All Past Performance Information should be provided in Volume I, Section II. For clarification, the Government suggests that the offeror provide as much information as possible, especially a POC, (as long as the page limitations are not exceeded when all surveys are incorporated into the proposal) concerning its Past Performance in Volume I, Section II, Tab 1. This is in the event that the Owner/Clients do not return the Survey Forms to the Government Contract Specialist on or before the Proposal Receipt Date and Time.*

Section L - Pages 20 and 21 of 28

3.2.1. Owner/Client Past Performance Survey Forms Eighth line: "The offeror shall distribute copies of the offeror's completed project experience forms and the blank owner survey forms (provided in Section J of this solicitation). The owner survey form shall be distributed to the owner/client (of that particular project) by the offeror."

Question 34: Please clarify if the completed "previous experience forms" in Section J that will be provided in the proposal are required to be sent to the owner/client along with the blank "owner/client past performance survey".

Answer 34: *See Answer 11.*

Section L - Page 22 of 28

3.3.3 Volume I, Section III, Tab 3 - Safety and Health Program Fifth line: "For the OE Element, the offeror shall provide an example of a Conventional Explosives Safety Submission as described in DID OE-060...."

Question 35: Is it correct to assume that you are looking for an ESS, which is relevant to a project the offeror performed and was submitted for an actual site? A typical Conventional Explosives Safety Submission is 20 to 40-pages in length. Is this submission included in the page count?

Answer 35: *Yes. The page count has been increased to satisfy this requirement. The Page Limitation is now 60-pages for both Large and Small Business under Volume I, Section III.*

Section L - Page 23 of 28

3.4.1 Volume I, Section IV, Tab 1 - Small Business Subcontracting Past Performance Last sentence of first paragraph: "This requirement may be supported by using copies of the U.S. Government Standard Form 294, filled out completely."

Question 36: Does the use of SF 294 meet the requirement of the required "letters/memorandums that document or record subcontracting performance, compliance or surveillance visits" or are the SF 294's intended to meet the requirements of the entirety of paragraph 3.4.1?

Answer 36: *No. The SF294's if used, are to be used as supplemental information supporting the information that is provided in the proposal concerning small business subcontracting past performance. It is not necessary to provide the SF294's.*

Question 37: If included, are the SF294's part of the page count?

Answer 37: *Yes. If submitted, they will count in the page limitation.*

Section H - Page 1 of 1 and Section L - Page 25 of 28

Section H - Page 1 of 1

4.1. - Base Period Rates

"The offeror shall submit its most recent (within one year) audited rates or provisional rates, if available, when proposing its rates for the base period. If the offeror does not have recent audited rates, the offeror is instructed to submit the breakdown of each of its cost pools as described in Section L of this solicitation.

Section L - Page 25 of 28

3.6.2. Volume II, Section II, Tab 2 - Supplies or Services and Cost/Prices (Section B) & Cost Pool Information, Subsection 3.6.2.2

Eighth Line: "If the offeror has had an audit within the last year, the offeror is instructed to provide a copy of the audit, include if available, any other rate information received from the Administrative Contracting Officer of the cognizant audit agency and will not be required to provide the breakdown of each of their cost pools...If the offeror does not have a recent audit, the offeror shall provide detailed information showing cost accounts included in each of their cost pools in order to explain all overhead rates, G&A markups, labor burden (fringes), and any other pools."

Question 38: With regard to the rate information requested in the two sections above, we would like clarification on when cost pool breakdown is required. Specifically, DCAA issued their audit report for our FY 1998 Indirect Rates on 19 September 2001. The ACO approved provisional FY 2001 bidding/billing rates on November 15, 2001. Since the provisional 2001 rates were approved within the last year, does this approval satisfy the requirement above for an audit within the last year or should complete detail be submitted regarding each cost pool?

Answer 38: *The DCAA Approved Provisional Rates will satisfy this requirement and no further breakdown/detail will be necessary to clarify the cost pools. If there are no Approved Rates or Approved Provisional Rates, the offeror shall provide the necessary breakdown of all cost pools as directed in Section L. The offeror shall include the documentation that shows that they have Approved Provisional Rates..*

Section L – Page 25 of 28

Section 3.6.2.1 states that “The offeror shall fill out in its entirety Section B.”

Question 39: Please clarify which of the following regarding the completion of Tables 1 and 2 in Section B the USACE is expecting to see:

- One Table 1 and one Table 2 for the offeror only,
- Multiple Tables 1 and 2, providing the rates for the offeror and each team subcontractor that will be performing cost-reimbursable task orders,
- Multiple Tables 1 and 2, providing the rates for the offeror and all team subcontractors including those that are operating under firm fixed price subcontracts, or
- One Table 1 and one Table 2 that somehow merges the rates of the offeror and all team subcontractors.

Answer 39: *The offeror shall fill out one Table 1 and one Table 2 only. These shall show the rates of the offeror and all subcontractors. The offeror may not have all personnel on staff. Therefore, if those personnel are subcontracted, their rates shall be provided in the Tables as well. All subcontracted personnel shall be identified in the tables by the following “(SUB)” after the title of the subcontracted personnel. For example, UXO Technician III (SUB). All the cost pools of the firm(s) that will be providing the subcontracted personnel shall be included in the Table as well to show the mark up on those labor categories.*

Note: If during the Contract Period of Performance, the Contractor's original subcontracted personnel are no longer available to the Prime, the Prime shall find a subcontractor that has, at the minimum, the same qualifications as the previous subcontracted personnel. The Prime shall be responsible for negotiating the labor rates for those personnel that have been provided in this RFP. Those rates provided are the maximum that will be paid by the Government for any replacement personnel.

Question 40: In some cases, the offeror and a team subcontractor may have a rate (with different overhead structures) for the same discipline depending on whether it is a field or office position. How shall we differentiate that in the completion of Tables 1 and 2 in Section B?

Answer 40: *If the discipline is specified as field or site personnel, use the appropriate field overhead rate. If it is not specified, yet the position normally requires the personnel to be in the field the majority (greater than 50%) of the time, use the field rate vs. the office rate (i.e., UXO Sweep Personnel would be a field rate, where the Program Manager primarily will work in the office and have the office rate).*

Question 41: May we include supplemental disciplines in Tables 1 and 2 in Section B for labor disciplines we would typically utilize for remedial activities that are not included in Tables 1 and 2, e.g. site superintendent?

Answer 41: *No, no other disciplines may be added to Tables 1 or 2. Tables 1 and 2 have been revised. The offeror is instructed to replace Tables 1 and 2 with the revised tables in Section B.*

Question 42: Section L, Page 22, paragraph 3.3.2 states: “The offeror shall also include the types of analyses each laboratory can perform with the Method Detection Limits (MDLs) and the Laboratory

Reporting Limits (LRLs), the sample capacity available..." The question is, can the requested MDL and LRL list for each laboratory be inserted as an attachment not counting toward the page limitation? The lists are rather lengthy and will take up many of the allotted pages.

Answer 42: *Yes. The MDL and LRL lists will not be counted in the total page count under Volume I, Section III, Tab 2.*

Question 43: What is the meaning of the word "completed" in Section L, paragraph 3.1.1, second sentence? For a project completed for the Corps of Engineers, does that mean that the delivery order the project is included in must be closed out? In this case, what if the delivery order has been extended by mod to add additional projects/scope? If the delivery order must be closed out, will the Government not consider/score a Government project that is part of a delivery order or contract that have been closed out?

Answer 43: *See Answers 8 and 9.*

Question 44: The RFP (Sect L - 3.3.3) requires that we "provide an example of a Conventional Explosives Safety Submission as described in DID OE-060..." Since our typical Explosives Safety Submissions typically exceed 20 pages, can we include an example ESS as an attachment (outside of the page count limitation), or can we just provide an annotated outline of an example Explosives Safety Submission?

Answer 44: *See Answer 35.*

Question 45: RFP Section L, Sub-section 3.6.2.1 states "The offerer shall fill out in its entirety Section B." This includes Tables 1 and 2. Do you want separate Tables 1 & 2 for each subcontractor, or subcontractor information incorporated into the tables, with the estimated number of hours for each labor discipline divided between the prime and subs? And if the firm has a field overhead rate for some of the disciplines in Table 1 & 2, should we show it on a separate table?

Answer 45: *See Answer 39.*

Question 46: On Section L, Page 20 of 28, there's seems to be a duplication of section numbering for 3.2.1. and 3.2.2. Please verify that the numbering should be as follows:

3.2. Volume I, Section II, - Past Performance

3.2.1. Volume I, Section II, Tab 1 - Past Performance Project Narrative With Points Of Contact

3.2.1.1. Owner/Client Past Performance Survey Forms

3.2.1.2. Past Performance Evaluation

3.2.2. Volume I, Section II, Tab 2 - Past Performance With Regulators Including Points Of Contact

Answer 46: *Yes, this administrative error has been corrected via Amendment 0002 in Revised Section L.*

Question 47: Section L, Page 14 of 28, Section 3.1. As a contractor that has many ongoing contract with the Government, we would like to present our most favorable experience to demonstrate our capabilities for performing work under this contract. Therefore, would you allow us to discuss completed task orders under an ongoing contract that is not yet complete?

Answer 47: *Yes, see Answers 8 and 9 for more clarification.*

Question 48: Section L, Page 12 of 28, Section 2.1. Is the “cross-reference to solicitation paragraphs” as noted in (c) considered to be part of the Table of Contents, and is it also excluded from the page count.

Answer 48: See Answer 31.

Question 49: Section L, Page 12 of 28, Section 2.1. Please confirm that the “cover page” as described in (b) is excluded from the page count.

Answer 49: Correct, it is not included in the page count. See Answer 31.

Question 50: Section L, Page 12 of 28, Section 2.1 (d). Please confirm that the list of tables/figures do not need to appear in the bottom right hand corner of each page.

Answer 50: See Answer 30 for clarification

Question 51: Section L, Page 13 of 28, Section 2.2. A recent USACE TERC specified that: “A smaller type may be used on charts, graphs, figures, diagrams, and schematics to accommodate a “make to fit” software capability, however all text must be legible and easily read.” Will the Omaha District allow the same?

Answer 51: Yes, this is clarified in the Revised Section L by Amendment 0002.

Question 52: Section L, Page 13 of 28, Section 2.2. Further, would the USACE consider relaxing the text requirement for a 12-point proportional font to an 11-point proportional font?

Answer 52: No. The text in all sections except on charts, graphs, figures, diagrams, and schematics shall be in 12-point proportional font.

Question 53: Section L, Page 14 of 28, Section 3.5.2. Please confirm that the offeror can retype or reformat the Previous Experience Form contained on Page 31 of 37 in Section J as long as it contains the same information and is in the same order as in the RFP.

Answer 53: Yes, the offeror may retype/reformat the form. The Owner/Client Form may also be retyped/reformatted if the offeror so wishes. **NOTE: The offeror shall provide the same information in the Previous Experience Form and the Owner/Client Past Performance Survey and it shall be in the same order as in the RFP.**

Question 54: Section L, Page 24 of 28, Section 3.5.2. Please confirm that Section K, Representations and Certifications, is required only from the Prime Contractor.

Answer 54: Yes, only the Prime shall submit the Representations and Certifications.

Question 55: Section L, Page 27 of 28, Section 3.6.3 and Section B. Paragraph 3.6.3.1 indicates that the offeror should use the direct rates it would normally use unless they fall below the Service Contract Rates or the Davis Bacon Rates. This implies that the rates in the sample problem would use representative direct rates, such as those provided in column 2, direct rates, in Tables 1 and 2 in Section B. Page 2 of 6 in Section B indicates that for cost reimbursable tasks, as in the sample problem, the offeror should use their actual labor rates. Please confirm that the USACE is seeking representative direct rates such as those in Table 1 and 2 (which were developed from the proposed personnel) versus actual salaries for those proposed in the sample problem. Please note that normal pricing practices involve the use of weighted average labor rates.

Answer 55: *Clarification: USACE is looking for the offeror to use Column 8 of Table 1 (or Table 2, if in Option Period) when proposing on any Firm-Fixed Price Task Orders. For the Sample Project and Cost Reimbursable Task Orders issued in the Base Period, the rates used shall be those that follow the DCAA Approved (Audited or Provisional), other cognizant government audit agency, or the breakdown that was provided in their Proposal, if approved and accepted by USACE. Therefore, the rates for labor that the offeror should use when proposing on the sample project are the fully loaded rates (excluding profit) for the personnel who would be performing the work.*

Question 56: Section L, Page 25 of 28, Section 3.6.2. and Section B, Pages 3, 4, 5, and 6. Please clarify the requirement to provide Tables 1 and 2 for subcontractors. Does the district desire to have separate Tables for the Prime and for each major subcontractor, or the Prime only? Or is the USACE looking for only additional titles for the Prime or Subcontractors?

Answer 56: *See Answer 39.*

Question 57: Section B, Page 1 of 6, Section 5.0. The first paragraph states that profit will be negotiated on each individual task order issued. Section L, page 27 of 28, Section 3.6.3. In the second paragraph of this section, the bidder is requested to identify its profit separately. Please confirm that proposed profit should be calculated on the contractor's total proposed costs for the sample project priced under this solicitation, and will be calculated on the total proposed cost for each individual task order to be negotiated.

Answer 58: *The contractor should not include profit in Tables 1 and 2 of Section B, but on its total proposed costs. In the cost proposal, the contractor shall apply what it feels is a fair and reasonable profit for the work that would be performed on this Sample Project. The offeror is instructed to provide the basis for its proposed profit on the Sample Project. After contract award, profit on each Task Order will be negotiated on a Task Order by Task Order basis.*

Question 59: Section B, Page 2 of 6, Section 5.0. The third sentence states that the indirect rates proposed herein shall be included in the CMPs and applied to all projects/task orders executed in the Base Period. Please confirm whether the indirect rates proposed will be fixed for the base period or subject to adjustment based on actual indirect costs incurred?

Answer 59: *The indirect rates will be fixed and the cost pools capped at the rates proposed by the offeror in the Base Period (Table 1) and the Option Period (Table 2) for the personnel categories listed in the Tables. The offeror will have the ability before the time of the Option Period being exercised, if it is in the Government's best interest to exercise the Option Period, to provide/propose new overhead, G&A, or other cost pool rates for Cost Reimbursable Task Orders Only. These new rates, if accepted, would be used on any new Cost Reimbursable Task Orders that are issued in the Option Period.*

Question 60: Section B, Table 1 and 2, Laborer Title. Please clarify the requirement to provide a rate for the laborer position. Should this be applicable to Davis Bacon or Service Act Rates that will vary by locality?

Answer 60: *The Laborer Title should bear in mind the Service Contract Act Wage Rates and The Davis-Bacon Wage Rates are a minimum that the Contractor is expected to pay. The Contractor shall be a responsible bidder and provide labor rates that are reasonable so as not to create a materially unbalanced bid (see FAR Part 9.104-1 for the definition of "responsible"). This applies to all labor categories and pricing. The Contractor should keep in mind the areas for where the work under this Contract may take place when proposing.*

Question 61: Section L, Page 22 of 28, Section 3.3.3. Will the USACE consider excluding the Conventional Explosives Safety Submission from the page count.

Answer 61: *No, the page count has been adjusted appropriately. See Answer 35.*

Question 62: Regarding Section H, Page 1, Item 2 (Bonding) - Will bonding be required on all remediation projects or just on a case by case basis?

Answer 62: *See Answer 7.*

Question 63: Regarding Section H, Page 1, Item 2 (Bonding) - Will bonding be required on A/E type projects (i.e., non remediation or construction in nature)?

Answer 63: *Refer to Answer 7. Bonding will more likely be required on Task Orders, for example, that require construction type activities verses groundwater monitoring activities.*

Question 64: Regarding Section H, Page 1, Item 2 (Bonding) - If you are teaming with a firm that will provide remediation/construction services, can the bonding be acquired via the remediation subcontractor as opposed to the prime contractor obtaining the bond?

Answer 64: *No.*

Question 65: Are the page limitations per section firm or can we use unused pages from other sections to help satisfy other areas that may be short, as long as the total page limitation has not been exceeded?

Answer 65: *The page limitations per section are not firm. They are the recommended/suggested number of pages for each individual section. However the total number of pages for the proposal submitted **may not exceed one hundred forty (140) pages**. In addition, large business is allowed up to ten (10) additional pages for a total of one hundred fifty (150) pages for the additional requirement that large business submit small business utilization information as required in this Section L. **The only page limitations that are firm are the pages designated for small business utilization information, which may only be used for Volume I, Section IV and excess pages cannot be used to present other information.***

Question 66: With reference to questions and answers provided in Amendment 2, we interpret the answers to questions 8, 9, and 10 to mean that submission of an ID/IQ contract with multiple delivery orders as a "project" is not acceptable. Is this correct, and can we assume that if a contractor submits an ID/IQ contract with multiple delivery orders as a "project" it will not be considered because it does not fit the definition of a "project?"

Answer 66: *Correct. There can be multiple "projects" under an ID/IQ Contract. USACE is interested in more specific project details than general details about projects that would likely be provided if using your definition above. There is no reason that different task orders under the same contract could not be discussed separately. They should not be lumped together under one "project".*

Question 67: As a follow-up to number 1 above, for individual delivery orders under ID/IQ contracts, some of the information requested on the Previous Experience Form is potentially not applicable. Specifically, we do not report small business utilization on a delivery order basis, but report on a contract-wide basis. Also, we believe that small business utilization on a contract-wide basis is a more reliable indicator of success in meeting goals than small business utilization on a delivery order basis. Would it be acceptable for us to use contract-wide small business goals and actuals to fill in the blanks for individual delivery orders?

Answer 67: Yes. Task Orders fall under a ID/IQ Contract that should have these goals listed for the overall contract. It is those goals and actuals that USACE is looking to see. If the information does not apply to the Task Order, it should be assumed that it applies to the contract.

Question 68: Section B, Paragraph 5. The 1st paragraph of the section appears to contain an incomplete sentence: "Such consideration shall constitute compete payment for services performed under this contract including all expenditures which may be made and expenses incurred except as are otherwise". What should follow the word "otherwise" in order to complete this sentence?

Answer 68: This error is fixed in Amendment 0003. The sentence should read: "Such consideration shall constitute compete payment for services performed under this contract including all expenditures which may be made and expenses incurred except as are otherwise expressly provided herein."

Question 69: Section B, Tables 1 & 2. May offerors modify the columns on Table 1 and Table 2 of Section B to match their disclosed accounting practices and pools regarding the application of overhead?

Answer 69: Please use the Tables as provided.

Question 70: Section B and Section H: Section H, paragraph 5 specifies that appropriate SCA or DBA wage rates will be incorporated into each new task order upon award. Does this mean that adjustments to the labor rates included in Section B, Table 1 and Table 2 will be allowed to compensate for SCA or DBA wages that are higher than the wage rates used to develop the Section B, Table 1 and Table 2 rates?

Answer 70: The SCA and DBA wage rates are minimums. If the rates are below those of the SCA or DBA wage rates, it is the law that these rates will be paid and therefore the rates will be adjusted. The wage rates provided in Section J are not respective of the areas in which work will be performed. They are there as minimums for the work up of the cost proposal for the Sample Project. The Contractor shall be a responsible bidder and provide labor rates that are reasonable so as not to create a materially unbalanced bid (see FAR Part 9.104-1 for the definition of "responsible"). This applies to all labor categories and pricing. The Contractor should keep in mind the areas for where the work under this Contract may take place when proposing.

Question 71: Section L, Page 1. Section L contains the FAR Clause 52.207-2 – Notice of Cost Comparison that applies to a situation where the government is evaluating whether to keep a function in house and is preparing their own independent price proposal. Was this clause included in the solicitation in error? If so, we request the clause be deleted.

Answer 71: This clause has been deleted via Amendment 0003.

Question 72: Section L. If the table of contents is more than one page long, on which page of the table of contents should the binding official's signature be provided?

Answer 72: The last page.

Question 73: Section L. Conventional Explosives Safety Submissions can be quite lengthy. Is this included in the page count? If so, may the title page, table of contents, list of figures and list of tables be excluded from the page count?

Answer 73: See Answer 35. This submission should be complete and as with the rest of the proposal the title page, table of contents and list of figures/tables shall be excluded from the page count.

Question 74: Section L. This section states that letters/memorandums that document or record subcontracting performance, compliance or surveillance visits and SF 294's may be provided. Since these would take multiple pages, are these to be provided as attachments excluded from the page count? Or will they be included as part of the page count?

Answer 74: *They are included in the page count.*

Question 75: Section L. Are offerors to use their DCAA approved forward pricing labor rates in pricing the sample task, or are the rates and categories from Table 1 in Section B to be used in pricing the sample task?

Answer 75: *If available, the offerors should use their DCAA approved forward pricing labor rates in pricing the Sample Project. The rates and categories in Table 1 in Section B are for Firm-Fixed Price Task Orders, not Cost Reimbursement Task Orders. The Sample Project is to be done as a Cost-Reimbursement Task Order.*

Question 76: Section M. Regarding the statement, "The criteria is listed in descending order of importance: ", does this mean that Volume I is weighted higher than Volume II, and that within Volume I, Section I is weighted higher than Section 2, etc.? Please clarify.

Answer 76: *Correct: The total value of Volume I is greater than the total value of Volume II. Within each Volume, the criteria are listed in descending order of importance. Therefore, in Volume I, Section I, is weighted more than Section II, etc. Within each Section there are Tabs and Tab 1 is weighted more than Tab 2, etc.*

Question 77: Section L. We understand that the Previous Experience forms are to be included in Volume I, Section I, Tab 1 – Previous Experience, HTRW & OE Projects. However, we are unclear about what is being requested for Volume I, Section II, Tab 1 – Past Performance Project Narrative With Points of Contact. Are we to duplicate the Previous Experience forms here? We cannot include the Owner/Client Past Performance Survey Forms in this section since these forms (when completed) are to be sent by the owner/client directly to the Contracting Specialist. Please provide clarification on the expected contents of Volume I, Section I, Tab 1 and Volume I, Section II, Tab 2.

Answer 77: *See Answer 4. There should not be any duplication of forms.*

Question 78: 3.6.3. Volume II, Section II, Tab 3 - Cost Proposal and 3.6.3.1. The offeror should apply the actual labor rates on each task..... Does that mean to use the rates on Table I or the actual rates of the personnel working on the task orders?

Answer 78: *The cost proposal on the Sample Project should be using actual costs, as it is a Cost Reimbursable Task Order. Therefore, the labor rates should be the actual rates with the DCAA (or other cognizant government audit agency) approved audited/provisional cost pool rates or the cost pool rates proposed through the back up material provided as required in Section L. Profit/Fee should not be included in the labor costs.*

Question 79: Since this is a full and open solicitation and there is need for large businesses to have a subcontractor plan; if there is a bid made up of several small and disadvantaged entities, will the small business groupings receive a percentage preference (commonly seen 5-15%)? Your advice on this issue would be greatly appreciated.

Answer 79: *No.*

Question 80: As the Prime, we have in-house all of the "Disciplines" listed in Table 1. Therefore, we do not intend to list any Subcontractor rates for any of these disciplines, although they could supply some of the man-hours for any particular discipline under a firm fixed price subcontract. Is this correct? If we need to show subcontractor disciplines, do we proportion out the "Estimated # of Hours for Base Period" to the prime and subcontractor for the same disciplines, e.g. Scientist 1 (Prime) 2,000 hours; Scientist 1 (Sub) 400 hours?

Answer 80: *Just submit your firm's rates if you have all the disciplines in-house. Do not proportion out the estimated number of hours for the Prime and the Subcontractor. If a firm does not have a discipline, and is going to subcontract that discipline out, that offeror shall follow the directions provided in Section B by Amendment 0002.*

Question 81: In pricing the Sample Task, we are going to apply our overhead rate to our own in-house "Labor Classification Pools", e.g. Senior Project Manager, not to the actual salaries of the individuals proposed to do the work, e.g. John Jones who makes \$39.32/hour. Is this correct?

Answer 81: *Correct.*

RFP Reference – Section L, paragraph 3.3.3 Volume I, Section III, Tab 3 – Safety and Health Program states "...For the OE element, the offeror shall provide an example of a Conventional Explosives Safety Submission (ESS) as described in Data Item Description OE-060 which can be found at the following web address..."

Comment: The U.S. Army Engineering and Support Center Huntsville's OE Center of Expertise has provided verbal guidance to OE contractors that the ESS should directly follow OE-060 and should not include extraneous information. Its length should be 10 to 12 pages, but no greater than 20 pages.

Question 82: Will Omaha District evaluate each ESS that is submitted based on its content and relevance to OE-060 rather than its size?

Answer 82: *Yes that is correct. It is the content and relevance to DID OE-060 and DDESB Guidance and Clearance Plans that we will be evaluating. See Amended Section L and M.*

RFP Reference – Section M, paragraph 5.5.5 Volume I, Section I, Tab 1 – Summary of Previous Experience states "...The Government places a higher value on large projects and projects with multiple sites. The Government places a higher value on more complex, yet successful projects."

Comment: Question and Answer #66 of Amendment 003 seems to be at odds with Section M evaluation criteria by prohibiting contractors who have a successful, large and complex project with multiple sites from using it because it is a ID/IQ type contract.

Question 83: Can Omaha District leave it to the discretion of the offeror to select its projects that best fits the proposal guidance of Section L and the evaluation criteria of Section M and let the offeror have the challenge to provide the right balance of detail? For example, an offeror with a successful, large and complex ID/IQ project with multiple sites can report on the overall contract and also provide very specific examples of the most pertinent task order projects. Since this procurement is a large, multi-site, multiple task order ID/IQ contract, this flexibility may give the offeror the best opportunity to provide the most relevant and meaningful project information.

Answer 83: *The Offeror shall comply with the solicitation and all amendments issued.*

Question 84: Amendment 2, Section B, Pages 3 -6, Tables 1 and 2: We have noted that Hydrogeologist is listed in Table 1 but deleted from Table 2. Please confirm that no rate for Hydrogeologist is needed for the Option Period (Table 2).

Answer 84: *The Hydrogeologist is deleted from both Tables 1 and 2 as it is a subcategory of Scientist I, II, and III as stated in the Revised Section C in Amendment 0002. The Offeror shall replace Table 1 with the Table 1 in Amendment 0004.*

Question 85: Amendment 2, Section B, Pages 3 and 4, Table 1: Adding the estimated hours for the base period for each discipline totals 84,532 hours. This differs from the total presented in Table 1 of 77,331 hours. The difference appears to be that the Clerical hours (7,201) are not included in the total. Should we revise the Table 1 total hours for the base period to reflect the correct number?

Answer 85: *Replace Table 1 with Table 1 in Amendment 0004.*

Question 86: Section C.9, Page 16 of 18, Chemistry Technical Requirements section states: The general chemistry requirements for this Contract are described in the *General Chemistry Supplement to the Scope of Services for Studies* dated January 2000 or the latest version. Where can offerors locate this document for reference?

Answer 86: *The latest version of this document is dated November 2001 (currently under revision) and has been attached to the end of this section for your reference.*

Question 87: Reference Amendment 0003, Question 66

We respectfully request further clarification to your response to question 66. The definition of a project has now been further clarified to mean either a single project under a separate contract or a single project as a delivery order under an ID/IQ contract. As expressed in an earlier question, we are concerned that large TERC (\$10-15M) Delivery Orders typically contain studies to remediation and cover the Section "C" more comprehensively than a smaller, more focused HTRW Delivery Order. This question relates to how these up-to-10 projects will be evaluated.

Clarification: *A "Project" is defined as a stand-alone contract or a task order under a specific ID/IQ contract.*

If a project covers say two or three elements of the work statement, will it be scored lower under the "breadth and depth" criteria than a more "full service" project that covers more elements of the work statement? Does the Corps intend to penalize a project that doesn't cover the "full scope" of activities anticipated under the contract?

Clarification: *A single "project" may or may not cover every type of work that is anticipated under the contract. USACE will evaluate the breadth and depth of each project as stated in Section M.*

If the Corps scores individual projects using a scoring checklist that rewards statement of work element coverage, it appears there would be an inherent bias toward offerors who submit TERC delivery orders as these projects. If the Corps, on the other hand, intends to score how the total list of projects covers the elements of the work statement, then that would provide adequate contractor capability to cover the entire contract scope while promoting more competition. This section is primarily intended to evaluate past performance, such as project execution and client satisfaction. There are qualified non-TERC contractors which should be scored fairly on the basis of ability to perform this contract, not on how well each project write-up covers all elements of total contract scope.

Clarification: USACE is not evaluating Past Performance in Volume I, Section I. Past Performance is evaluated in Volume I, Section II. USACE is evaluating each contractor's previous experience for its breadth and depth for each project and for all projects collectively.

Question 88: With reference to questions and answers provided in Amendment 3, we are concerned that the response to question 66 will limit competition on this procurement. Specifically, by limiting a contractor's ability to present multiple, completed task orders under a single ID/IQ contract or "project," we feel you are unintentionally providing an advantage to TERC contractors that can provide multidisciplinary, "program" size task orders, i.e., \$10-20M, for individual "projects," and limiting the ability of non-TERC contractors to effectively compete that may only have task orders in the \$1-5M range.

Further, based on the fact that the first line of the evaluation criteria states that: "The contractor's previous experience will be examined for breadth and depth," those TERC contractors will be able to provide significantly more information on their "breadth and depth" than non-TERC contractors, i.e., we may need to present 4 "projects" to equal 1 of their "program" size projects. Therefore, would you consider relaxing this requirement, and allow us to use a "project" that includes multiple, completed task orders, as long as we provide all cost/schedule information for each of those task orders?

Answer 88: No. The definition remains as stated in Section L and in Answer 8 above.

Question 89: In Question 6, which relates to Section L, Item 3.4, it is stated: "The total utilization of small business concerns is 61.4%. The specific categories listed under "Small Business" are incorporated (rolled-up) into this total 61.4%. The percentages given are for the entire contract value of \$14.9 Million....."

Does this mean that the goal is to have 61.4% of the value of the contract (61.4% of \$14.9 M = \$9.15M) be subcontracted to small business concerns? Or is the goal to have 61.4% of the amount to be subcontracted be subcontracted to Small Business concerns (for example, if \$5M is subcontracted out, then the goal is to have \$3.07M subcontracted to Small Business concerns)?

Answer 89: Your example above is correct. The answer to Question 6 should be the following: The total utilization of small business concerns is 61.4%. The specific categories listed under "Small Business" are incorporated (rolled-up) into this total 61.4%. **Of the total amount of work subcontracted under this contract, 61.4 percent shall be to Small Business Concerns - which include Small Disadvantaged Business, Woman-Owned Small Business, HUBZone Business, Service-Disabled Veteran-Owned Small Business, and Historically Black Colleges/Minority Institutions. Therefore, if an offeror proposes to perform X% of the work and proposes to subcontract a total of Y% of the work, out of that Y% that will be subcontracted, 61.4% shall be to Small Business Concerns and the other 38.6% may be to either Large Business or Small Business Concerns.** These goals are negotiable as stated in a previous answer to Question 5 above, but are goals that the USACE Omaha District would like to achieve. However, a subcontracting plan must be approved prior to contract award.